

**SULLIVAN COUNTY NH – Board of Commissioners****FY13 Budget Review & Other County Business Minutes**Fri. APRIL 6<sup>th</sup>, Mon. APRIL 9<sup>th</sup>, Fri. APRIL 13<sup>th</sup>, Mon. APRIL 16<sup>th</sup>

Place: Newport – 14 Main Street, Commissioners' Conference Rm.

Attendees: Commissioner Bennie Nelson – Chair, Jeffrey Barrette – Vice Chair, John M. Callum Jr – Clerk, and County Administrator Greg Chanis

| Date / Department  | Budget Presented By:   | Time of Day             |
|--|--|-------------------------|
| <b>Apr 6 – Friday</b>  |  |                         |
| UNH Cooperative Ext  | Seth Wilner – Educator/Office Manager  | 8:15 a.m. – 8:30 a.m.   |
| County Attorney  | Marc Hathaway – Attorney   | 8:40 a.m. – 9:04 a.m.   |
| Facilities & Operations  | John Cressy – Director   | 8:30 a.m. – 8:40 a.m.   |
|  |  | 9:04 a.m. – 10:00 a.m.  |
|  |  | 10:30 a.m – 11:00 a.m.  |
| Cnty Grant: LSAM   | Rebecca Morley   | 10:00 a.m. – 10:29 a.m. |
| S.C. Health Care   | Ted Purdy – Administrator  | 11:05 a.m. to 2:42 p.m. |
| Commissioners  | Greg Chanis – Cnty Administrator   | 2:45 p.m. – 3:00 p.m.   |
|  |  | 3:00 p.m. – 3:15 p.m.   |
| <b>Apr 9 – Monday</b>  |  |                         |
| Human Resources / Payroll*   | Peter Farrand, Director  | 8:00 a.m. – 8:30 a.m.   |
| DOC  | Ross L. Cunningham - Supt.   | 8:30 a.m. – 10:15 a.m.  |
| County Administrator   | Greg Chanis – Cnty Administrator   | 10:15 a.m. – 10:25 a.m. |
| Auditors   | Greg Chanis – Cnty Administrator   | 10:25 a.m. – 10:30 a.m. |
| County Treasurer   | Greg Chanis – Cnty Administrator   | 10:30 a.m. – 10:33 a.m. |
| <b>Reviewed 4/3/12 Minutes</b>   | <b>Motion: approve 4/13/12 minutes as typed. Made by: Barrette. Seconded by Callum Jr. Vote: All in favor</b>  | <b>10:34 a.m.</b>       |
| Court House  | Greg Chanis – Cnty Administrator   | 10:34 a.m. – 10:40 a.m. |
| Woodhull Complex   | Greg Chanis – Cnty Administrator   | 10:40 a.m. – 10:50 a.m. |
| Human Services   | Greg Chanis – Cnty Administrator   | 10:50 a.m. – 11:00 a.m. |
| Conservation District  | Lynn Brennan – District Manager  | 11:00 a.m. – 11:30 a.m. |
| <b>FY 13 Public Health Network Contract for \$76,000 – Certificate of Vote</b> | <b>Motion: enter into the minutes that we read the Certificate of Vote [Appendix A], and authorize the County Administrator to enter into the Public Health Network Contract. Made by: Barrette. Seconded by Callum. Jr. Voice vote: all in favor.</b> | <b>11:30 a.m.</b>       |
| Fund 24 Grants   | Greg Chanis – Cnty Administrator   | 2:05 p.m. – 2:30 p.m.   |

**Apr 13 – Friday**

Registry of Deeds

Review of other FY13 items

Victim Witness Program

Sheriff's Office

DOC – Follow Up Review

Review of Fund 10

Revenues

Sharron King – Registrar

Greg Chanis – Administrator

Cindy Vezina – Coordinator

Michael Prozzo – County Sheriff

R. Cunningham - Superintendent

8:00 a.m. – 8:39 a.m.

9:00 a.m. – 9:13 a.m.

9:15 a.m. – 11:00 a.m.

11:00 a.m. – 12:15 p.m.

12:15 p.m. - 12:30 p.m.

**Apr 16 – Monday**

County Grants

(Fund 10.861)

Detailed Schedule [Appendix B]

8:00 a.m. – 2:00 p.m.

**Attendees of 4/16/12 County grant applicant interviews:** *Commissioners Bennie Nelson-Chair, Jeffrey Barrette – Vice Chair and John M. Callum Jr. -Clerk, State-County Delegates Steve Cunningham, Spec Bowers and Charlene Marcotte Lovett. DOC Superintendent Ross L. Cunningham (arrived @ 10:40 / left at 10:58). Ethel Jarvis - Unity Citizen/Claremont Soup Kitchen Board member and Tom Donovan – Claremont Soup Kitchen Board member attended the 11:00 a.m. interview of the Claremont Soup Kitchen application, and left at 11:40.*

During the 4/16/12 meeting, the Board conducted other County business as follows:

**Department of Corrections Contract: Securus Technologies**

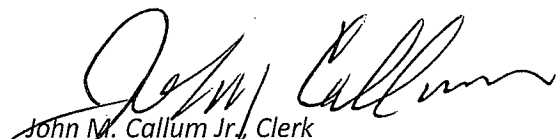
The Board reviewed the five year Securus Technologies inmate phone system contract [Appendix C.1-6], with 3 year auto renewal, with Department of Corrections Superintendent Ross L. Cunningham.

**10:45 Motion: Authorize the DOC Superintendent to enter into the Securus Technologies inmate call system contract. Made by: Barrette. Seconded by: Callum Jr. Voice vote: All in favor.**

The Board decided to reconvene April 24<sup>th</sup>, Tuesday, 3:00 PM

**2:05 PM The 4/16/12 meeting adjourned.**

Respectfully submitted,

  
John M. Callum Jr., Clerk  
Board of Commissioners

JMC/s.j.c.

Date approved: 09/04/12

## FY '13 County Grant Applicant Interview Schedule

Mon., April 16<sup>th</sup>, 2012

| TIME                    | ORGANIZATION: Program   | REPRESENTATIVE  | FY '13 REQUEST             |
|-------------------------|---|---|----------------------------|
| 8:30 AM                 | ROAD TO INDEPENDENCE:<br>Vocational Training Program for<br>Developmentally Disabled<br>Individuals                                       | Margaret Coulter, President<br>Tel. 603.863.2869<br>Email: <a href="mailto:rtivtp@hotmail.com">rtivtp@hotmail.com</a>   | \$ 3,000                   |
| 9:00 AM                 | GOOD BEGINNINGS OF SULLIVAN<br>COUNTY<br>Child Abuse Prevention Services  | Ellie Tsetsi, Executive Director<br>Tel. 603.542-1848<br>Email: <a href="mailto:ellie@gbnh.org">ellie@gbnh.org</a>  | \$30,000                   |
| 9:30 AM                 | TURNING POINTS NETWORK:<br>Direct Services<br>Community Education, and<br>Operations/Administration                                       | Deborah Mozden, Executive<br>Director<br>Tel. 603.543.0155<br>Email: <a href="mailto:doborah@free-to-soar.org">doborah@free-to-soar.org</a>                         | \$60,000                   |
| 10:00 AM                | BIG BROTHERS BIG SISTERS OF<br>WESTERN NEW HAMPSHIRE:<br>Second Chance,<br>Children with Disabilities, and<br>Other/Children of Prisoners | Peg Monahan, Executive Director<br>Tel. 603.352.9536 Ex. 101<br>Email: <a href="mailto:pmonahan@bbbswnh.org">pmonahan@bbbswnh.org</a>                               | \$ 5,000                   |
| 11:00 AM                | CLAREMONT SOUP KITCHEN &<br>FOOD PANTRY   | Jan Bunnell, Executive Director<br>Tel. 603.543.3290<br>Email: <a href="mailto:csk083@yahoo.com">csk083@yahoo.com</a>   | \$17,000                   |
| 11:30 AM                | WEST CENTRAL BEHAVIORAL<br>HEALTH<br>Enhancing Capacity for Youth<br>Substance Abuse Intervention   | Suellen Griffin, President/CEO<br>Contact person: Heidi Postupack<br>Tel. 603.448.0126 Ext. 2127<br>Email: <a href="mailto:sgriffin@wcbh.org">sgriffin@wcbh.org</a> | \$10,000                   |
| 1:00 PM                 | COMMUNITY ALLIANCE OF<br>HUMAN SERVICES:<br>Community Transportation (CT)<br>Family Services Division (FS)                                | Barbara Brill, Executive Director<br>Tel. 603.863.7708 Ext. 3501<br>Email: <a href="mailto:bbrill@communityalliance.net">bbrill@communityalliance.net</a>           | \$40,000 CT<br>\$30,000 FS |
| April 6 Fri<br>10:00 AM | LAKE SUNAPEE AREA MEDIATION   | Rebecca Morley, Program Director<br>Tel. 603.865.1394   | \$10,000                   |
| <b>TOTAL</b>            |   |   | <b>\$205,000</b>           |

**CERTIFICATE OF VOTE/AUTHORITY**

I, John M. Callum Jr. of the County of Sullivan NH, do hereby certify that:

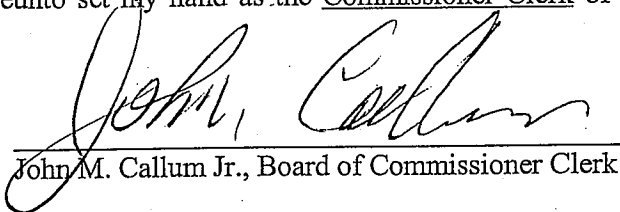
1. I am the duly elected Board of Commissioner Clerk of the County of Sullivan, NH;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Commissioners of the County of Sullivan, NH, duly held on April 9, 2012;

RESOLVED: That this corporation may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the County Administrator is hereby authorized on behalf of this corporation to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate. Greg Chanis is the duly elected County Administrator of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 9, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand as the Commissioner Clerk of the County of Sullivan, NH this 9th day of April, 2012.

  
\_\_\_\_\_  
John M. Callum Jr., Board of Commissioner Clerk

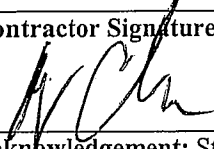
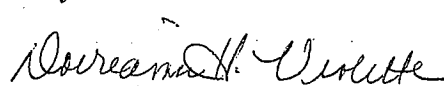
STATE OF NH  
COUNTY OF SULLIVAN

SEAL OF COUNTY OF SULLIVAN, NH:

Subject: New Hampshire Public Health Network Services**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS****1. IDENTIFICATION.**

|   |  |   |   |
|---|--|---|---|
| <b>1.1 State Agency Name</b><br>NH Department of Health and Human Services<br>Division of Public Health Services  |  | <b>1.2 State Agency Address</b><br>29 Hazen Drive<br>Concord, NH 03301-6504             |   |
| <b>1.3 Contractor Name</b><br>County of Sullivan, NH  |  | <b>1.4 Contractor Address</b><br>14 Main Street<br>Newport, NH 03773                    |   |
| <b>1.5 Contractor Phone Number</b><br>(603) 863-2560  | <b>1.6 Account Number</b><br>010-090-5171-102-500731 | <b>1.7 Completion Date</b><br>June 30, 2013   | <b>1.8 Price Limitation</b><br>\$76,000 |
| <b>1.9 Contracting Officer for State Agency</b><br>Joan H. Ascheim, Bureau Chief  |  | <b>1.10 State Agency Telephone Number</b><br>603-271-4501                               |   |
| <b>1.11 Contractor Signature</b><br>  |  | <b>1.12 Name and Title of Contractor Signatory</b><br>Greg Chanis, County Administrator |   |
| <b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Sullivan</u><br>On <u>4/9/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. |  |   |   |
| <b>1.13.1 Signature of Notary Public or Justice of the Peace</b><br>[Seal]  My Commission Expires: <u>March 1, 2013</u>  |  |   |   |
| <b>1.13.2 Name and Title of Notary or Justice of the Peace</b><br>Doireann Violette, Account Clerk I  |  |   |   |
| <b>1.14 State Agency Signature</b>  |  | <b>1.15 Name and Title of State Agency Signatory</b><br>Joan H. Ascheim, Bureau Chief   |   |
| <b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b><br>By: _____ Director, On: _____   |  |   |   |
| <b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b><br>By: _____ On: _____   |  |   |   |
| <b>1.18 Approval by the Governor and Executive Council</b><br>By: _____ On: _____   |  |   |   |

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two

(2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

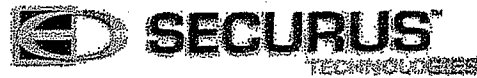
**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.





April 12, 2012

Superintendent Ross L. Cunningham  
Sullivan County Department of Corrections  
103 County Farm Road  
Claremont, NH 03743

Dear Superintendent Cunningham,

Thank you to you and the Sullivan County Department of Corrections for taking the time to meet with us and provide us with the opportunity to demonstrate our inmate calling system and present our partner program. As a result of our unmatched industry experience, extensive patent portfolio, and preferred partner program, we are prepared to be your total solutions partner. I am very excited to propose the following to the Sullivan County Department of Corrections and look forward to working with you and your command staff to ensure that the Sullivan County Department of Corrections has the most advanced inmate calling system and robust jail management software on the market today.

Below is the commission offer on our **All-Digital Secure Call Platform**, the #1 utilized inmate calling platform in the world, in addition to our **Automated e-import PIN management**, our **inmate managed PAN (Personal Account Number)** and **PREA/ Snitch Hotline solution**, **Automated Information Services**, **5 additional Video Visitation Units** along with **Annual Licensing and Warranty – Hosting Fee of \$3300 per year** included in offer. (All cabling, electrical and installation of additional units to be the responsibility of Sullivan County DOC.)

**In addition, Securus will provide a Lobby Kiosk at no cost (customer to supply power to kiosk) with the following applicable deposit fees:** (Deposits to Inmate Phone Accounts and Commissary Accounts)

Cash – 2.95 Flat fee for any amount deposited

Credit Card – 2.95 plus applicable credit card fees

**Securus will replace the current 13 inmate phones and will install additional phones as necessary at no cost to the Sullivan County DOC. All service and repair to the inmate phones will be at no cost to the Sullivan County DOC.**

**Also included in this offer at no cost to the Sullivan County DOC is the Archonix Jail Management Software & Annual Support (as provided for in the attached).**



**Initial Term of contract = 5 years  
3 (1)year auto renewals**

|   | Call Service | Commission Percentage             | Revenue Base for Commission |
|---|--------------|-----------------------------------|-----------------------------|
| <b>Collect Calls via our Secure Call Platform</b>   | <b>SCP</b>   | <b>32%</b>                        | <b>Gross Revenue</b>        |
| <b>Along with our aggressive commission offer all of these additional products are included at no cost!</b>   |              |                                   |                             |
| <b>Archonix Jail Management Software<br/>Video Visitation - 5 Add'l units along with annual licensing, warranty and yearly maintenance<br/>Hosting Fee for Video Visitation<br/>Lobby Kiosk<br/>Inmate Phones<br/>Automated E-PIN Imports<br/>Inmate managed PAN<br/>PREA/ Snitch Hotline<br/>AIS</b> | <b>SCP</b>   | <b><u>Included at no cost</u></b> | <b>n/a</b>                  |

I thank you for the opportunity to provide the Sullivan County Department of Corrections with the above offer and look forward to discussing it with you at your earliest convenience.

Best Regards,

Trisha Kelty-Auger  
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# Proposal

TO:  
Securus Technologies, Inc.  
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ahershberger@securustech.net

DATE: 04/12/12  
QUOTE # Arch2012-187  
EXPIRES: 07/11/12  
SALES REP: Jim Snyder

Terms and Conditions:  
Payment: Net 30 days

## XJAIL Proposal for Sullivan County, NH

| Description  | Qty | Unit Price | One Time      | Annual License |
|--|-----|------------|---------------|----------------|
| <b>XJAIL System for 100 ADP Jail</b>                     | 1   |            |               |                |
| Proposal includes the following modules:                 |     |            |               |                |
| Administration   |     |            |               |                |
| Alerts   |     |            |               |                |
| Booking  |     |            |               |                |
| Cell Management  |     |            |               |                |
| Classification   |     |            |               |                |
| Commissary   |     |            |               |                |
| Dash Boards  |     |            |               |                |
| Disciplinary   |     |            |               |                |
| Gangs  |     |            |               |                |
| Facility Definition                                      |     |            |               |                |
| Incident Report  |     |            |               |                |
| Inmate Accounting  |     |            |               |                |
| Inmate Management  |     |            |               |                |
| Inmate Privileges  |     |            |               |                |
| Investigation Report                                     |     |            |               |                |
| Medical (Basic)  |     |            |               |                |
| Mugshot  |     |            |               |                |
| Notifications  |     |            |               |                |
| Personnel  |     |            |               |                |
| Property   |     |            |               |                |
| Use of Force   |     |            |               |                |
| Workflow   |     |            |               |                |
| VINE Interface   | 1   |            |               |                |
| NH Jail Reporting  | 1   |            |               |                |
| Commissary Interface                                     | 1   |            |               |                |
| Project Management                                       | 1   |            |               |                |
| Spillman Data Conversion (Standard)                      | 1   |            |               |                |
| Standard Server with MSDE                                | 1   |            |               |                |
| USB Barcode Reader                                       | 2   |            |               |                |
| Positive ID Fingerprint Scanner                          | 2   |            |               |                |
| Sony EVI-D100 Video Camera                               | 1   |            |               |                |
| Digital Signature Pad with Fingerprint Reader            | 2   |            |               |                |
| HP Office jet Pro 8000 Wireless Printer & 500 Wristbands | 1   |            |               |                |
| <b>TOTAL</b>   |     |            | <b>\$0.00</b> | <b>\$0.00</b>  |

Acceptance:

Archonix

*Denise L. Straub*

Signed

04/12/12

Date

Denise L. Straub

Printed Name

Operations Manager

Title

Securus Technologies

Signed

Date

Printed Name

Title

|  | PCS Global<br>Tech Link | ICSolutions  | Securus     |
|--|-------------------------|--------------|-------------|
| Home office                                  | Alabama                 | San Antonio  | Marlton NJ  |
| JMS and inmate telephone integration         | yes                     | yes          | yes         |
| order commissary by telephone                | yes                     | yes          | yes         |
| debit calling (no phone cards)               | yes                     | yes          | yes         |
| check commissary balance by phone            | yes                     | yes          | yes         |
| experience                                   | 25 years                |              |             |
| commission                                   | 40%                     | 33%          | 32%         |
| Contract term                                |                         | 5 years      | 5 years     |
| Costs  | \$0.00                  |              | \$0.00      |
| Lobby Kiosk                                  | capable                 | yes          | capable     |
| In-Pod Kiosks                                | yes                     | capable      | capable     |
| AFIS integration                             | yes                     |              | yes         |
| Annual License                               | \$26,040.00             | \$23,675.00  |             |
| Software                                     |                         | \$137,500.00 | \$0.00      |
| Hardware                                     |                         | \$10,190.00  | included    |
| signature pad                                | no                      | no           | yes         |
| bar code reader                              | no                      | no           | yes         |
| ID finger print scanner                      | no                      | no           | yes         |
| Printer and 500 wrist bands                  | no                      | no           | yes         |
| Services                                     |                         | \$26,270.00  | \$ 3,300.00 |
| Software installation (days)                 | 1                       |              | included    |
| Remote system administration training (days) | 3                       |              | included    |
| Training on software products (days)         | 8                       | yes          | included    |
| On-site when going live (days)               | 4                       |              | included    |
| Custom crystal report development            | 10                      |              | included    |
| Remote accounting configuration/training     | 3                       |              | included    |
| Data conversion from old systems             | \$225/hr                |              | included    |
| Business analyst                             | 120                     |              | included    |
| Project management services                  | 120                     |              | included    |
| Hotel \$140/day                              | 15                      |              | n/a         |
| Food \$55/day                                | 15                      |              | n/a         |
| Car rental                                   | \$95/day                | 15           | n/a         |
| Airfair \$500 per trip                       | 4                       |              | n/a         |
| Digital biometrics inmate identification     | yes                     | yes          | yes         |
| Built in reports                             | yes                     | yes          | yes         |
| Inmate modules                               | yes                     | yes          | yes         |
| Non-inmate, facility modules                 | yes                     | yes          | yes         |
| Administrative Modules                       | yes                     | yes          | yes         |
| Case Management Modules                      | no                      | no           | yes         |
| Inmate Discipline Module                     | no                      | no           | yes         |
| Incident Report Module                       | no                      | no           | yes         |
| Work Flow Module                             | no                      | no           | yes         |
| Accounting Modules                           | yes                     | yes          | yes         |
| Collect calls                                | yes                     | yes          | yes         |
| Prepaid calls                                | yes                     | yes          | yes         |

|  |         |                |                |
|--|---------|----------------|----------------|
| Web deposits   | yes     | yes            | yes            |
| Debit calls  | yes     | yes            | yes            |
| Video Visitation                                     |         |                | yes            |
| Kiosk Fees   |         | \$6.95         | \$2.95         |
| \$0.00-\$19.99                                       | \$3.50  |                |                |
| \$20.00-\$50.00                                      | \$4.25  |                |                |
| \$50.01-\$100.00                                     | \$5.50  |                |                |
| \$100.01-\$200.00                                    | \$8.50  |                |                |
| \$200.01-\$300.00                                    | \$11.50 |                |                |
| Call blocking  | yes     | yes            | yes            |
| Call blocking level                                  | yes     | yes            | yes            |
| Call blocking times                                  | yes     |                | yes            |
| Privileged (legal) call differentiation              | yes     |                | yes            |
| Inmate PINS  |         | yes            | yes            |
| Inmate PANS (allowed numbers)                        |         | yes            | yes            |
| Prerecorded branding messages                        | yes     |                | yes            |
| Digital personal call recording                      | yes     |                | yes            |
| Time synchronization                                 | yes     |                | yes            |
| ADA compliance                                       | yes     |                | yes            |
| English and Spanish language prompts                 | yes     |                | yes & others   |
| No secondary dial tones                              | yes     | yes            | yes            |
| Safeguards against 3rd party calls                   | yes     | yes            | yes            |
| Integrated Access Device (IAD)                       | yes     |                | yes            |
| Integrated Services Routers                          | yes     |                | yes            |
| Uninterruptable Power Supply (UPS)                   | yes     |                | yes            |
| Data Storage   | yes     |                | yes            |
| Redundant data storage                               | yes     |                | yes            |
| Call number alert                                    | yes     | yes            | yes            |
| financial alerts                                     | no      | yes            | yes            |
| gang alerts  | no      | yes            | yes            |
| remote call forward and barge in                     | no yes  | yes            | yes            |
| biometric caller ID                                  | yes     | yes            | yes            |
| Caller and receiver recorded separately for analysis | yes     | yes \$.25/call | yes \$.30/call |
| Sound clarification                                  | yes     | yes \$.25/call | yes \$.30/call |
| Mark and add notes                                   | yes     | yes            | yes            |
| Automatic chain of evidence encryption               | yes     | yes            | yes            |
| inmate name and photo biometric match                | no      | yes            | yes            |
| high interest group and outside group tracking       | no      | yes            | yes            |
| unsual and suspicious number sequence alert          | no      | yes            | yes            |
| CD, DVD, USB transfer                                | yes     |                | yes            |
| Call lock  | yes     |                | yes            |
| TDD units  | no      | yes            | yes            |
| Inmate visiting PIN                                  | no      | yes            | yes            |
| New work station                                     | no      | yes            | yes            |
| paperless grievance                                  | no      | yes            | yes            |
| Grievance, crime tip, PREA reporting                 |         | free           | free           |
| inmate voice mail                                    | no      | yes            |                |

|  |    |               |               |
|--|----|---------------|---------------|
| Automated public information line (IVR)          | no | yes           | yes           |
| 24x7x365 called person and facility service      | ?  | yes w/i 20sec | yes           |
| equipment warranty                               |    | life time     | contract term |
| multiple language operator service               |    | yes           | yes           |
| Inmate name recording                            |    | yes           | yes           |
| call duration setting                            |    | yes           | yes           |
| inmate suspension and auto reinstating           | no | yes           | yes           |
| classification by unit or system wide            | no | yes           | yes           |
| manual and electronic phone shut down            |    | yes           | yes           |
| custom reporting                                 | no | yes           | yes           |
| reverse directory with satellite mapping         | no | yes           | yes           |
| technology upgrades                              |    | yes           | yes           |
| JMS user help wizard                             | no | yes           | yes           |
| off site configuration - less energy consumption | no | yes           |               |
| on-site crash kit                                | no | yes           |               |
| MP3 player                                       | no | yes           |               |